

REMARKS

Favorable reconsideration of the application is respectfully requested in light of the amendments and remarks herein.

Upon entry of this amendment, claims 1-27, 30 and 31 will be pending. By this amendment, claims 2 and 16 have been amended. No new matter has been added.

§102 Rejection of Claims 1, 3-5, 7-15, 17-27 and 30-31

In Section 6 of the Office Action, claims 1, 3-5, 7-15, 17-27, and 30-31 stand rejected under 35 U.S.C. §102(c) as being anticipated by Novak (U.S. Patent Application No. 2003/0097655).

Regarding system claim 1, as amended, it recites:

A method of acquiring a license in a hub network,
comprising:

- (a) sending a license request from a client to a server;
- (b) sending a connection confirmation from said client to said server; and
- (c) receiving license data at said client from said server;
- (d) wherein said client and said server are connected in a hub network, said license request identifies a sub-copy version stored on said client, which is a copy of a source version stored on said server, the source version being a source for copies of content data in the hub network, said sub-copy version includes sub-copy locked content data, and said license data is bound to said hub network,
- (e) wherein further copies of said sub-copy locked content data can be made only by other clients connected to said hub network.

(Limitation designators and emphasis added for easy reference)

Regarding amended limitation (d), it recites that “said client and said server are connected in a hub network, said license request identifies a sub-copy version stored on said client, which is a copy of a source version stored on said server, the source version being a source for copies of content data in the hub network, said sub-copy version includes sub-copy locked content data, and said license data is bound to said hub network”.

Regarding newly-added limitation (e), it recites that “wherein further copies of said sub-copy locked content data can be made only by other clients connected to said hub network.”

These limitations are disclosed in at least Paragraphs [0031] to [0033] (of the Publication of the present invention – Pub. No. 2004/0117483) as follows (emphasis added):

[0031] As discussed below, an instance that is compliant with hub network operation is in one of two exclusive states: discrete or bound. A discrete instance is independent of any hub network and can be played or presented through any compliant device (according to the license of the discrete instance). However, a compliant device cannot make a usable copy of a discrete instance. A discrete instance includes locked content data and a discrete license. The locked content data of the discrete instance is referred to as the “discrete version” of the locked content data. The locked content data is locked by being protected from unauthorized access, such as by encryption. A bound instance is bound to one hub network. The bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network. The locked content data stored by the server is the

source for copies of the content data in the hub network and is the "source version." Copies of the source version content data are stored on clients and are "sub-copy versions" (though some or all of the data in the discrete version, the source version, and/or any of the sub-copy versions can be the same). A bound instance can only be played or presented through a compatible compliant device that is a member of that hub network. Members of that hub network can make sub-copies of the content data of a bound instance.

[0032] ... When a new sub-copy is created, a license is also created for the sub-copy from the root license. ...

[0033] ... A lowercase letter indicates a sub-copy version of locked content data. For example, a sub-copy version of the movie A is indicated by "a". The versions also have corresponding licenses (not shown in FIGS. 2-16): a discrete version has a discrete license, a source version has a root license, and a sub-copy version has a sub-copy license.

The Office Action cites following paragraph [0099] of Novak as disclosing limitation (d) of claim 1 regarding the sub-copy version stored on a server. This paragraph is recited here:

[0099] The STB 102 then receives (or may have previously received) a segment 418 of digital content 404 from a content source 420. The content source 420 may be embodied as a server in communication with the STB 102 via the network connection 408. For instance, the content source 420 may be located within a broadcast center 110 or may be a separate server accessible via the network 101 or the Internet 112. As described more fully below, the content source 420 may also be physical media.

The Office Action also comments that the "license information allows the client to access specific content that was previously received and stored ([0099]), which meets the limitation of said license request identifies a sub-copy version stored on said client, said

sub-copy version includes sub-copy locked content data, and said license data is bound to said hub network.”

However, applicants respectfully disagree with the Office Action regarding the characterization of the above cited passage of Novak as disclosing limitation (d) of claim 1. Further, the added limitations in limitation (d) and limitation (e) further distinguish the limitations of claim 1 from Novak.

Firstly, the added limitation in (d) further defines the term “sub-copy” by stating that a sub-copy version stored on the client is a copy of a source version stored on the server, and that the source version is a source for copies of content data in the hub network. That is, the source version is stored on the server and the sub-copy version is stored on the client. The source version is a source for all copies of content data in the hub network. Secondly, the added limitation in (e) further defines the term “sub-copy” by stating that further copies of the sub-copy (which are stated in limitation (d) as being stored on the client) can be made only by other clients connected to the hub network.

In contrast to the two further definitions defined for the term “sub-copy”, Novak’s license information merely allows the client to access specific content that was previously received and stored. Novak fails to teach or suggest anything resembling a “sub-copy” version as defined in claim 1, and particularly in limitations (d) and (e) as explained above. In contrast to Novak’s license information which merely allows the client to access specific content that was previously received and stored without any specific mention of how to allow access to those specific content, the limitations of claim 1, particularly limitations (d) and (e), specify that: the source version is stored on the server,

the sub-copy version is stored on the client, and further copies of the sub-copy can be made only by other clients connected to (or bound) the hub network (i.e., bound instances).

Regarding claim 3, it recites a further limitation to claim 1 that “updating a sub-copy license for a sub-copy version stored on said client; wherein said sub-copy license corresponds to said sub-copy version, and updating license data for said sub-copy version includes updating said sub-copy license according to said received license data.”

These limitations are disclosed in at least Paragraph [0116] as follows (emphasis added):

[0116] The components stored on a client 2350 are similar to those stored on a server 2305, but the license is different. The client components 2350 include: locked content data 2355, header information 2360, and a secure area 2365 that includes a key 2370, a sub-copy license 2375, and a revocation list 2380. The licensing authority data of the header information 2360 indicates an external licensing authority (e.g., the same authority that indicated by the discrete instance upon which the bound instance is based) and the server corresponding to the bound instance as a local licensing authority. As noted above, some implementations of bound instances do not include licensing authority data. The sub-copy license 2375 indicates the set of permissions defined for the specific locked content data 2355 according to the root license of the corresponding bound instance, including rules for presenting the content such as any time restrictions. The sub-copy license 2375 is cryptographically bound to the specific client. The sub-copy license 2375 includes an expiration period for when the client is unable to refresh the license, as discussed below. As discussed above, a client device maintains a revocation list and updates the revocation list according to the revocation list 2380. A compliant client device will not present or play a sub-copy version if that device is listed in the client's revocation list. In one implementation, a compliant device also will not

provide a sub-copy to a device that is listed in the client's revocation list.

The Office Action cites following Paragraphs [0107] and [0119] of Novak as disclosing the limitations of claim 3, which are recited here:

[0107] Once the expiration time 504 has passed, the STB 102, in one embodiment, automatically deletes the license 411 (and any decrypted access keys 414), requiring a temporary connection 502 to be re-established before the content 404 may again be viewed. Alternatively, the STB 102 may block access to the license 411 until the license 411 is re-verified. Until the expiration time 504 has passed, the license 411 and corresponding license key 412 may continue to be used by the STB 102, in one embodiment, without re-establishing the temporary connection 502. One purpose for the expiration time 504 is to allow the convenience of temporary connections 502, while recognizing that a user 402 may transfer the license 411, in whole or in part, before the natural termination thereof. Additionally, a license 411 may be revoked in certain circumstances, such as for non-payment.

[0119] Of course while a license key 412 is depicted, those of skill in the art recognize that the whole license 411, or a subset of the license 411 including the license key 412 may be sent between the verification entity 406 and an STB 102.

The Office Action also comments that “Novak discloses that the license information can include sublicenses and is required to be re-verified after expiration ([0107 & 0119]), which meets the limitation of updating a sub-copy license for a sub-copy version stored on said client, wherein said sub-copy license corresponds to said sub-copy version, and updating license data for said sub-copy version includes updating said sub-copy license according to said received license data ...”

However, applicants respectfully disagree with the Office Action regarding the characterization of the above cited paragraphs of Novak as disclosing the limitations of

claim 3.

Contrary to the Examiner's assertion, above-cited paragraphs of Novak do not specifically recite "sub-copy licenses" or "sublicenses". Further, even assuming arguendo that the recited "licenses" are equivalent to "sublicenses", it cannot be maintained that these "sublicenses" refer to "sub-copy licenses" which are updated according to the received license data and correspond to sub-copy versions stored on the client.

Based on the foregoing discussion, claims 1 and 3 should be allowable over Novak. Since independent claims 15, 30, and 31 recite substantially similar limitations as recited in claim 1, claims 15, 30, and 31 should also be allowable over Novak. Further, since claims 4-5, 7-14, and 17-27 depend from one of claims 1 and 15, claims 4-5, 7-14, and 17-27 should also be allowable over Novak.

Accordingly, it is submitted that the rejection of claims 1, 3-5, 7-15, 17-27 and 30-31 based upon 35 U.S.C. §102(e) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 2, 6 and 16

In Section 9 of the Office Action, claims 2, 6 and 16 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Novak in view of Molaro (U.S. Patent Publication No. 2004/0139027).

Regarding claim 2, it recites "synchronizing a client clock with a server clock by setting said client clock according to said server clock before receiving said license data

including a sub-copy license at said client; wherein said client clock is a secure clock of said client, said server clock is a secure clock of said server.”

These limitations are disclosed in at least Paragraph [0104] as follows (emphasis added):

[0104] A server manages time administration for the hub network. Time administration includes relative time and absolute time management. The server manages time to enforce time-based limitations, such as in licenses for discrete or bound instances of content in the hub network. Clients also manage time internally, or with reference to the time administration of the server. When a client receives a license for a sub-copy version from a licensing authority, the client synchronizes time information with the licensing authority before receiving the license. Servers and clients use secure mechanisms for managing time.

The Office Action cites Paragraph [0010] of Molaro as disclosing the limitations of claim 2, which is recited here:

[0010] ... The content source can include a secure clock and the local device can utilize the secure clock to synchronize the decryption of the encrypted content according to the one or more encryption keys. The local device and the local storage can be coupled via a home network. The home network and the content server can be coupled to the internet. The home network can be coupled to the internet via a broadband connection. The home network can comprise an ethernet network. The home network can comprise a wireless network. The one or more encryption keys can be stored at the content source as encrypted encryption keys. The content comprises audio, video, or image data.

However, applicants respectfully disagree with the Office Action regarding the characterization of the above cited paragraph of Molaro as disclosing the limitation of claim 2.

In the above-cited paragraph of Molaro, it is stated that the “content source can include a secure clock and the local device can utilize the secure clock to synchronize the decryption of the encrypted content according to the one or more encryption keys.”

Thus, in Molaro, the secure clock is used to synchronize the decryption of the encrypted content according to the one or more encryption keys. By contrast, a client clock of claim 2 is synchronized with a server clock by setting the client clock according to the server clock before receiving said license data including a sub-copy license at the client”. Similar arguments apply to claims 6 and 16 with respect to Molaro.

Accordingly, it is submitted that the rejection of claims 2, 6 and 16 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

Conclusion

In view of the foregoing, applicants respectfully request reconsideration of claims 1-27, 30 and 31 in view of the remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Respectfully submitted,

Dated: March 4, 2009

By: /Samuel S. Lee/
Samuel S. Lee
Reg. No. 42,791

Procopio, Cory, Hargreaves & Savitch LLP
530 B Street, Suite 2100
San Diego, California 92101-4469
(619) 238-1900